

*cnx hand furnished inc.*AMENDMENT AND RATIFICATION OF
OIL AND GAS LEASE

THIS AGREEMENT, made the 31st day of January, 2011, by and between Vincent A. Messina and Carmelinda S. Messina of 312 2nd St., Bordentown, NJ 08505, (collectively "Lessor"), and NISOURCE Energy Ventures and Columbia Gas Transmission, each a Delaware Limited Liability Company (collectively "Lessee").

WHEREAS, Lessor is the owner of a certain tract or parcel of land in Webster District, Marshall County, West Virginia, containing 7 acres, more or less, ("Leased Premises") which is subject to that certain oil and gas lease, dated May 26, 1969, from Clyde S Riggle and Shirley A. Riggle, to Manufacturers Light and Heat Company and recorded in the Recorder of Deeds office of Marshall, County in book 401, page 375, including any amendments and ratifications thereto, being Lessee lease number 3030584 ("Lease");

WHEREAS, Lessee owns or controls the oil and gas under the Lease which Lease is held by production and/or storage; and

WHEREAS, Lessor and Lessee desire to amend the Lease to allow for pooling in order to permit additional wells, conform to well spacing, productive acreage or density patterns determined by governmental authorities or Lessee or for cooperative development of or effective and efficient oil and gas operations on the Leased Premises.

NOW THEREFORE, for and in consideration of the sum of \$1.00 paid to the Lessor by the Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, Lessor and Lessee, intending to be legally bound, agree as follows:

The Lease is amended to include the following provision:

1. **POOLING.** Lessor grants Lessee the right but not the obligation to pool, unitize or combine into separate drilling or production unit(s) or pool(s), the Leased Premises or any part thereof with other lands, leases, pool(s), unit(s) or interests, whether before or after drilling or whether contiguous held by Lessee or others when in Lessee's judgment it is necessary or advisable to create such pools/units. Subject to any other contractual limitations, any such pool shall not exceed 1280 acres, provided however, that larger pools may be created to conform to any well spacing or unit pattern prescribed by any governmental authority or to meet industry standards. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise in any manner and at any time the size, shape, or conditions of operation of any pool(s)/unit(s) formed by expansion or contraction or both, including the drilling of multiple wells or legs within said pool/unit. Said pooling rights may be exercised as to any one or more depths or formations, through any type of wells, or combination of any drilling or recovery techniques whether now known or developed in the future. Lessee may create contiguous pools/units which pools/units utilize the same surface pads and facilities. Within a reasonable time after the creation or revision of pools/units hereunder by Lessee, Lessee shall file of record a written declaration describing the pool/unit or revised pool/unit, and stating the effective date of creation or revision of the pool/unit.

Any operations, production, drilling, reworking anywhere on a pool/unit that includes all or any part of the Leased Premises shall be treated for all purposes of the Lease (except for the determination of production for the calculation any royalties to be paid to Lessor and of free gas) as if said activities were conducted on or well(s) or legs were located on the Leased Premises whether or not the above activities, well(s) or legs were on the Leased Premises.

If Lessee exercises its pooling rights, then production for calculating Lessor's royalty, including shut-in royalty under the Lease shall be adjusted based on any method determined by Lessee in good faith, including without limitation utilizing the proportion that the Leased Premises acreage in the pool/unit bears to the total acreage in the pool/unit. If any revisions occur to the pool/unit, to the extent any portion of the Leased Premises is included in or excluded from the pool/unit, the proportion of pool/unit production on which royalties are payable to Lessor shall thereafter be adjusted accordingly. Notwithstanding anything contained in the Lease to the contrary, when any portion of the Leased Premises are committed to a pool/unit, this Lease with respect to such portion of the Leased Premises shall be subject to the terms and conditions of the pool/unit order or declaration, including any formula prescribed therein for the allocation of production/royalty from a pool/unit.

Neither any pooling nor provisions hereof shall operate as a transfer to title of any interest in the Leased Premises.

At any time the pool is not being operated as aforesaid, the declaration of pooling may be surrendered and canceled of record. Such cancellation or surrender shall not cause a surrender or cancellation of this Lease.

2. **RATIFICATION.** Except as otherwise expressly amended by this Amendment, Lessor acknowledges and agrees that the Lease and all terms and provisions therein are in full force and effect and the Lease, as amended hereby, is ratified, approved and confirmed in all respects, including but not limited to all actions and payments made by Lessee.

3. **SUCCESSORS AND ASSIGNS.** The terms, conditions, limitations and covenants of the Lease and this Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, sublessees, successors and assigns.

4. **SEVERABILITY.** In the event any term or provision of this Amendment shall be declared invalid, void or unenforceable it shall not affect the validity of any other term or provision hereof, all of which shall remain valid, binding and enforceable.

5. **AMENDMENTS.** No amendment or waiver of any provisions of this Amendment shall be effective unless in writing and signed by the parties hereto.

6. **ENTIRE AGREEMENT.** This Amendment contains the entire agreement of the parties with respect to the matters contained herein and all prior agreements and understandings of any kind or nature relative to this Amendment are hereby superseded.

7. **RECITALS.** The recitals to this Amendment are incorporated herein and, by this reference, made a substantive part hereof.

8. **EFFECTIVE DATE** - Notwithstanding anything to the contrary herein contained it is agreed that the effective date of this Amendment shall be January 31st, 2011.

Witness the following signatures and seals the day and year first above written

Witness:

[Signature]
[Signature]

Witness:

[Signature]
[Signature]

Witness:

[Signature]

Lessor

[Signature] (SEAL)
Carmelinda S. Messina (SEAL)

Lessee

NISOURCE Energy Ventures, LLC

By: [Signature] Director Sheree L. Parks Downey
 Its: [Signature] Sheree L. Parks Downey Director, Asset Management

Lessee

Columbia Gas Transmission, LLC.

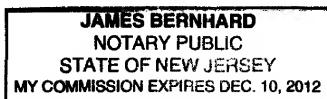
By: [Signature]
 Its: _____

Sheree L. Parks Downey
 Director, Asset Management

STATE OF NEW JERSEY
 COUNTY OF BURLINGTON

On this, the 31st day of JANUARY, 2011, before me, JAMES BERNHARD, the undersigned officer, personally appeared VINCENT A. MESSINA & CARMELINDA SILVIA MESSINA known to me to be the person(s) who executed the within Amendment and Ratification of Oil and Gas Lease and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
 Notary Public



STATE OF _____
 COUNTY OF _____

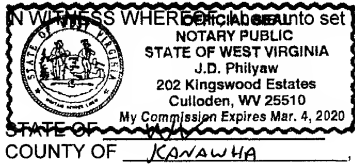
On this, the _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____, known to me to be the person(s) who executed the within Amendment and Ratification of Oil and Gas Lease and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

STATE OF WV
COUNTY OF KANAWHA

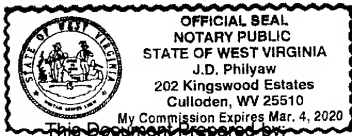
On this, the 4 day of MARCH, 2011, before me, J.D. Philyaw, the undersigned officer, personally appeared Sheree Parks Downey Director of Asset mgmt, a Director, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Sheree Parks Downey by him/herself as such officer.



J.D. Philyaw
Notary Public

On this, the 4 day of MARCH, 2011, before me, J.D. Philyaw, the undersigned officer, personally appeared Sheree Parks Downey Director of Asset mgmt, a Director, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Sheree Parks Downey by him/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Columbia Gas Transmission, LLC
NISOURCE Energy Ventures, LLC

J.D. Philyaw
Notary Public

OK LAND RESOURCES INC. ATTN: ALLEN HILL
100 EVERGREEN DRIVE SUITE 103
WHEELING, PA 15370-6000

Jan Pest
MARSHALL County 01:17:48 PM
Instrument No 1301088
Date Recorded 03/08/2011
Document Type O&G
Pages Recorded 3
Book-Page 725-324
Recording Fee \$5.00
Additional \$6.00

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 3/6 day of January, 2011, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 8th day of March, 2011 at 1:17 o'clock P.M.

TESTE: Jan Pest

Clerk.